

Dmitri Iglitzin, WSBA No. 17673
Darin M. Dalmat, WSBA No. 51384
Gabe Frumkin, WSBA No. 56984
BARNARD IGLITZIN & LAVITT LLP
18 W Mercer St, Suite 400
Seattle, WA 98119
(206) 257-6003
iglitzin@workerlaw.com
dalmat@workerlaw.com
frumkin@workerlaw.com

Aaron Streepy, WSBA No. 38149
Jim McGuinness, WSBA No. 23494
Streepy Lemonidis Consulting & Law Group, PLLC
2800 First Avenue, Suite 211
Seattle, WA 98121
Telephone: (253) 528-0278
Fax: (253) 528-0276
aaron@slglc.com
jim@mcguinnessstreepy.com

Attorneys for Plaintiff Faye Guenther

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT SPOKANE**

FAYE IRENE GUENTHER, an
individual,

Plaintiff,

v.

JOSEPH H. EMMONS, individually,
and OSPREY FIELD CONSULTING
LLC, a limited liability company,

Defendants.

No. 2:22-cv-00272-TOR

**PLAINTIFF'S STATEMENT OF
DISPUTED MATERIAL FACTS
IN RESPONSE TO
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

NOTE ON MOTION CALENDAR:
December 5, 2024, at 9:00 a.m.

PLAINTIFF'S STATEMENT OF MATERIAL
FACTS NOT IN DISPUTE
Case No. 2:22-cv-00272-TOR

18 WEST MERCER ST., STE. 400 **BARNARD**
SEATTLE, WASHINGTON 98119 **IGLITZIN &**
TEL 800.238.4231 | FAX 206.378.4132 **LAVITT LLP**

STATEMENT OF DISPUTED MATERIAL FACTS

In accordance with L.Civ.R. 56(c), Plaintiff Faye I. Guenther respectfully submits the following Statement of Disputed Material Facts in response to Defendants' motion for summary judgment, ECF No. 111.

I. The Parties

A. Plaintiff Faye Guenther

1. Guenther is the President of United Food and Commercial Workers ("UFCW") Local 3000. Guenther I Tr. 28:4–8, 76:21–24; ECF No. 1-2 ¶ 1.2.

Response: Undisputed.

2. UFCW 3000 was formed through the merger of two UFCW locals, UFCW 21 and UFCW 1439. DiLorenzo Decl. Ex. I at 0000158.

Response: Undisputed.

3. Prior to the merger, Guenther was President of UFCW 21. Guenther I Tr. 20:6–21:8.

Response: Undisputed.

4. Guenther began working for UFCW 21 in 2008 and became President of UFCW 21 in May 2019. Guenther Tr. I 17:9–11, 20:6–8.

1 **Response:** Disputed in part. Guenther first started working for UFCW Local 21 in
2 1999 and returned to Local 21 in 2008 after graduating law school. ECF No. 107,
3 ¶¶ 10, 14.

4
5 5. As UFCW 21 President, Guenther supervised approximately 112 UFCW 21
6 staff members. Guenther I Tr. 37:12–21.

7 **Response:** Undisputed.

8
9 **B. Defendants Joseph Emmons and Osprey Field Services LLC**

10 6. Emmons and his company, Osprey Field Services LLC (“Osprey”),¹ provide
11 community outreach services, which has included distributing clients’ informational
12 materials for various campaigns. Declaration of Joseph H. Emmons in Support of
13 Defendants’ Motion for Summary Judgment (“Emmons Decl.”) ¶¶ 1– 2; Emmons
14 Tr. 50:20–51:20.

15 **Response:** Undisputed.

16
17
18
19
20

¹ The Complaint incorrectly names “Osprey Field Consulting LLC.”

1 7. The subject matter of the materials Osprey has been hired to distribute have
2 included, for example, ballot initiatives, public concerns, and recall elections.
3 Emmons Decl. ¶ 2; Emmons Tr. 50:20–51:20.

4 **Response:** Undisputed.

5
6 8. Osprey’s clients provide all written material Osprey distributes, and Osprey
7 does not create the written materials it distributes or participate in developing the
8 content of those materials. Emmons Decl. ¶ 3; Emmons Tr. 50:20–51:20.

9 **Response:** Disputed in part.

10 Between January 5 and 8, 2022, Emmons printed the flyers at issue in this
11 case at a FedEx store. ECF No. 106, Ex. 13 (Emmons Tr. 74:18–76:2). In that sense,
12 Emmons—which this Statement uses to refer collectively to Joseph Emmons and his
13 company, Osprey Field Services LLC—literally created the flyers he distributed at
14 grocery stores in Spokane, Washington.

15 It is undisputed that Emmons did not draft the content of the challenged flyers.

16 It is equally undisputed that Emmons knew the content of the flyers before
17 publishing them at Spokane stores, through a January 5, 2021, conversation he had
18 with Michael Selvaggio (Local 555’s contracted political director), a second
19 conversation Emmons had with Selvaggio sometime between January 5 and 8, and
20 because Emmons himself reviewed the flyer he received by email from Selvaggio

1 before printing and circulating it. ECF No. 105, ¶¶ 70, 72–73, 80, 82, 83, citing ECF
 2 No. 106, Ex. 7 (Selvaggio Tr. 108:18–110:4, 109:23–110:4, 110:9–111:13, 117:8–
 3 23, 139:9–140:1, 144:3–145:1); ECF No. 106, Ex. 13 (Emmons Tr. 69:7–14, 69:17–
 4 70:14, 76:1–80:16, 78:25–79:15, 90:13–91:19); ECF No. 106, Ex. 17 (Selvaggio
 5 Dep. Ex. 8); ECF No. 106, Ex. 18 (Selvaggio Dep. Ex. 6).

7 **II. Complaint Letter Against Renner**

8 **9.** On September 13, 2021, a letter of concern regarding the UFCW 1439
 9 President, Eric Renner, was emailed to UFCW 1439 Executive Board Members and
 10 UFCW International Leadership. DiLorenzo Decl. ¶ 24 & Ex. W (“Complaint
 11 Letter”); Jackson Tr. 25:13–26:8, 99:13–16.

12 **Response:** Undisputed.

13 It is also undisputed that Guenther had not seen the August 23, 2021, letter of
 14 concern (which was forwarded on September 13, 2021, to the Local 1439 Executive
 15 Board and UFCW International President) before the March 11, 2024, deposition of
 16 Laurel Fish. Dalmat 2nd Decl. Ex. 32 (Guenther Tr. I 138:19–139:10). In fact, before
 17 March or April 2022, all Guenther knew about the matter was that an internal conflict
 18 within Local 1439 had been resolved to the satisfaction of the affected parties. She
 19 did not know the substance of the dispute and had not seen the resulting settlement
 20 agreements. Dalmat 2nd Decl. Ex. 32 (Guenther Tr I. 80:9–82:25, 93:18–94:8); Ex.

1 34 (Guenther Tr. II 28:8–30:1).

2

3 **10.** The five-page Complaint Letter raised concerns about what it described as

4 Renner’s “abuse of power” and provided examples of such abuses, including

5 instances where the letter stated Renner “commented repeatedly about female staff

6 members and International Union officers ‘big butts,’” “encouraged male employees

7 to imagine a specific female employee engaged in sex acts,” “bragged ... about

8 having [sexual] relationships with members,” asked a male employee whether he

9 had “hit that yet” in reference to a female employee, and used “homophobic

10 language” to “mock[] [an employee’s] mannerisms.” DiLorenzo Decl. ¶ 24 & Ex.

11 W at 008003–07; Jackson Tr. 25:13–26:8; Fish Tr. 24:4–22; *see also* ECF No. 51-4

12 at 54:11–55:14 (behavior described in complaint letter constituted “sexual

13 harassment”).

14 **Response:** Disputed in part.

15 It is undisputed that the August 23, 2021, complaint letter (ECF No. 113-23)

16 raised those allegations.

17 As for whether the allegations themselves are true, Renner denies them and

18 explains why they are false or taken out of context. Declaration of Eric Renner, ¶¶ 6–

19 11. *See also* Dalmat 2nd Decl. Ex. 35 (Streepy Tr. 34:18–35:19). For her part, when

20 Guenther first read the letter in March 2024, she did not know which allegations in

1 the complaint letter may have been true or untrue. Dalmat 2nd Decl. Ex. 32
2 (Guenther Tr. I 139:2–141:24).

3
4 **11.** The Complaint Letter was signed by seven individuals, who were then-current
5 and former employees of UFCW 1439: Adam Jackson (Organizing Director), Laurel
6 Fish (Organizer & Director of Strategic Campaigns), Katie Dugger (Membership
7 Services/Organizer), Sandra Huggins (former Benefits Director), Leslie Cowin
8 (former Membership Services/Administrative Assistant), Amy Poston (former
9 Office Assistant/Administrative Assistant), and Austin DePaolo (former Organizer
10 & Business Representative) (collectively “Complainants”). DiLorenzo Decl. ¶ 24 &
11 Ex. W at 008007; Jackson Tr. 25:13–26:8.

12 **Response:** Undisputed.

13
14 **12.** Between approximately September 22, 2021, and early October 2021,
15 Plaintiff’s counsel Aaron Streepy investigated the Complaint Letter’s claims and
16 drafted settlement agreements with nondisclosure provisions, which the
17 Complainants, Renner, UFCW 1439, and others signed. *See* ECF No. 51-2 at 006047
18 (September 15, 2021, email from Streepy stating he “anticipate[d] beginning”
19 meeting with Complainants the following Wednesday); ECF No. 51-3 at 006226
20

1 (October 4, 2021 email from Streepy with settlement agreements); ECF No. 51-1
 2 (“NDAs”).

3 **Response:** Disputed in part.

4 It is undisputed that between approximately September 22, 2021, and October
 5 9, 2021, Aaron Streepy investigated the August 23, 2021, complaint letter’s
 6 allegations and drafted settlement agreements with nondisclosure provisions, which
 7 the Complainants, Renner, UFCW 1439, and others signed.

8 It is disputed that Mr. Streepy did so in his capacity as Plaintiff’s counsel. In
 9 fact, this litigation is the first and only matter in which Mr. Streepy has represented
 10 Guenther personally. Dalmat 2nd Decl. Ex. 35 (Streepy Tr. 13:4–10). Local 1439
 11 retained Mr. Streepy in mid-September 2021 to investigate the allegations of the
 12 August 23, 2021, complaint letter. In his capacity as outside counsel to Local 1439,
 13 he investigated those allegations and, along with Local 1439’s in-house counsel,
 14 negotiated a settlement agreement between the Complainants, Mr. Renner, and third
 15 parties. Dalmat 2nd Decl. Ex. 35 (Streepy Tr. 16:13–18:5, 18:24–19:3); ECF No.
 16 57, ¶¶ 4–5. The settlement became final on October 9, 2021. ECF No. 57, ¶ 5. During
 17 that time, Mr. Streepy did not share information or any details with Guenther
 18 regarding the investigation, other than perhaps to inform her that he represented
 19 Local 1439 in the matter. ECF No. 57, ¶ 7.

1 **13.**The NDAs include the following provisions: “Renner shall resign his position
2 with UFCW 1439 effective April 1, 2022,” and “Renner agrees not to run for UFCW
3 1439 office in the future.” *See, e.g.*, ECF No. 51-1 at 006001.

4 **Response:** It is undisputed that the NDAs include the quoted terms.

5 It is also undisputed that Renner is no longer the President of Local 1439, does
6 not hold any elected office with UFCW Local 3000 and has not done so at any time,
7 and has not ever run for any elected office within UFCW Local 3000. Rather, the
8 principal, elected officers of Local 3000 are its President Faye Guenther, its
9 Secretary-Treasurer Joe Mizrahi, and its Recorder Maria Milliron. Renner is
10 currently employed by Local 3000 in a non-elected, non-officer position as a
11 contract bargainer. His current title is Director for Eastern Washington, Northern
12 Idaho, and Northeastern Oregon. Dalmat 2nd Decl. Ex. 32 (Guenther Tr. I 85:17–
13 87:17, 199:10–14, 200:13–23); Guenther 2nd Decl. ¶¶ 5–6. He has also held the title
14 of Vice President but has never been a constitutional Vice President within the
15 meaning of UFCW Local 3000’s bylaws, in that he has never sat on Local 3000’s
16 Executive Board. Guenther 2nd Decl. Ex. 1. In short, Renner has never held a
17 position at Local 3000 with responsibilities for governing that local union, as he had
18 at Local 1439. He has also never supervised anyone at Local 3000. Guenther 2nd
19 Decl. ¶¶ 5–6.
20

1
2 **III. The Merger Between UFCW 21 and UFCW 1439**

3 **A. Preliminary Discussions**

4 **14.** On or around September 30, 2021, Renner asked Guenther to consider a
5 merger between UFCW 21 and UFCW 1439. Guenther I Tr. 58:2–4, 59:19–25.

6 **Response:** Undisputed.

7
8 **15.** Guenther responded that she was interested in a merger. Guenther I Tr. 59:19–
9 60:4.

10 **Response:** Clarified. During the September 30, 2021, call, Guenther did not respond
11 substantively to Renner’s suggestion that Local 21 and Local 1439 merge. Rather,
12 within a few weeks of his September 30, 2021, call, Guenther called Renner to let
13 him know she was open to exploring a merger between Local 21 and Local 1439.
14 ECF No. 107, ¶ 90. Subject to that understanding, the assertion is undisputed.

15
16 **16.** At the time, UFCW 1439 had approximately 7,800 members who were
17 primarily located in Eastern Washington. Guenther I Tr. 55:6–8, 61:6–8.

18 **Response:** Undisputed.

1 **17.**UFCW 21 had approximately 44,000 members who were primarily located
2 across Washington. Guenther I Tr. 55:6–12; 61:6–10.

3 **Response:** Undisputed.
4

5 **18.**Collectively UFCW 1439 and UFCW 21 represented workers in industries
6 such as grocery, health care, packing and processing, and retail, among others.
7 DiLorenzo Decl. Ex. K.

8 **Response:** Undisputed.
9

10 **19.**Before engaging in formal merger discussions, Guenther and Renner needed
11 permission from UFCW International to do so. Guenther I Tr. 62:22–63:3.

12 **Response:** Undisputed.
13

14 **20.**In October 2021, Guenther and Renner communicated regularly, including by
15 text message and by phone. DiLorenzo Decl. ¶ 13 & Ex. L at 30028– 32; Guenther
16 II Tr. 30:16–31:16, 34:18–38:24.

17 **Response:** Undisputed.
18
19
20

1 **21.**On October 20, 2021, Renner sent Guenther a text message about reaching
2 out to Kate Meckler. DiLorenzo Decl. ¶ 13 & Ex. L at 30030; Guenther II Tr. 30:16–
3 31:7, 36:3–11.

4 **Response:** Undisputed.
5

6 **22.**Kate Meckler was a UFCW regional director. Guenther I Tr. 124:23– 25,
7 158:13–14; Guenther II Tr. 36:3–11.

8 **Response:** Undisputed. *See also* ECF No. 105, ¶ 5.
9

10 **23.**Meckler needed to “release” the merger request before UFCW International
11 would approve formal merger discussions, and Guenther was concerned that Meckler
12 would oppose the merger. Guenther I Tr. 161:24–162:9; Guenther II Tr. 36:20–25.

13 **Response:** Undisputed and clarified.

14 Although the UFCW Constitution authorizes the International Executive
15 Committee to approve formal merger discussions, Regional Director Meckler is the
16 person who communicated that approval (or “released” it) to the local unions who
17 had requested it. ECF No. 107, ¶¶ 92, 94.

18 It is undisputed that, although International President Marc Perrone had
19 informally approved the merger discussion as early as November 2, 2021, Meckler
20 delayed communicating the International’s formal approval until December 2021 to

1 avoid interfering with a union-election vote at a Fred Meyer store in Richland,
 2 Washington, scheduled for late November 2021. ECF No. 107, ¶¶ 92, 97; ECF No.
 3 113-1 (Guenther Tr. I 161:24–162:9).

4 It is undisputed that Guenther was concerned Meckler would oppose the
 5 merger. ECF No. 113-2 (Guenther Tr. II 36:20–25). Meckler, after all, had
 6 previously allied with Local 555 President Dan Clay (and others) against Guenther
 7 on various matters. ECF No. 107, ¶¶ 20–22, 27, 30–31, 63–65, 71, 92; ECF No. 106,
 8 Ex. 2 (UFCW-EMMONS_000899–901).

9
 10 **24.** On October 20, 2021, Guenther responded to Renner, stating in part:

11 I think we should meet with Aaron first and then maybe call her that
 12 day? That way we have all our best arguments written down and
 vetted [...]

13 Kate may try to mess with things...hopefully not...so maybe we can
 14 ask Aaron to draft up top 10 reasons or something. And then
 specifically ask for her support.

15 And we should have a letter ready to go asap after we talk with her
 16 to full exec committee.

DiLorenzo Decl. ¶ 13 & Ex. L at 30029–30; Guenther II Tr. 30:16–31:7, 36:3–25.

17 **Response:** Undisputed that the quotations set forth above are partial quotations of
 18 text messages Guenther sent Renner on October 20, 2021. The full quotations are
 19 set forth in the cited exhibit.
 20

1 **25.**On October 21, 2021, Plaintiff’s counsel Jim McGuinness emailed Guenther
2 an example of a letter seeking UFCW International’s approval for formal merger
3 discussions in another proposed merger. ECF No. 48-11 at 006016, 006015.
4 McGuinness’s cover email stated in part, “Obviously, we could beef it up for this
5 situation with all the reasons a merger makes sense.” *Id.* at 006016.

6 **Response:** Disputed in part.

7 It is undisputed that Jim McGuinness emailed Guenther an example of a letter
8 seeking UFCW International’s approval for formal merger discussions in another
9 proposed merger.

10 It is disputed that Mr. McGuinness did so in his capacity as Guenther’s lawyer.
11 In fact, Mr. McGuinness represented Local 21, not Guenther personally. Dalmat 2nd
12 Decl. Ex. 32 (Guenther Tr. I 154:21–155:24).

13
14 **26.**Also on October 21, 2021, Guenther emailed Renner an example “Union
15 Merger Agreement” that McGuinness had provided to her. ECF No. 48-12 at 006014,
16 006011–13.

17 **Response:** Undisputed.

18
19 **27.**On October 27, 2021, Guenther, Renner, Streepy, and Joe Mizrahi (UFCW
20 21’s Secretary-Treasurer) met and drafted a letter to UFCW International requesting

1 permission to engage in formal merger discussions, which Guenther and Renner
2 signed. Guenther I Tr. 60:11–20, 65:6–67:13, 157:19–158:1; DiLorenzo Decl. ¶ 15
3 & Ex. N.

4 **Response:** Undisputed.

5
6 **28.** Guenther then hand delivered the letter to Kate Meckler, who reports to
7 UFCW International President Marc Perrone. Guenther I Tr. 157:19–159:4;
8 DiLorenzo Decl. ¶ 15 & Ex. N.

9 **Response:** Undisputed.

10
11 **29.** On October 30, 2021, Guenther texted Renner, “I have meeting set with
12 Perrone,” and Renner responded: “Great news, work your magic!” DiLorenzo Decl.
13 ¶ 13 & Ex. L at 030029, 030028; Guenther II Tr. 30:16–31:7.

14 **Response:** Undisputed.

15
16 **30.** On November 2, 2021, Guenther met in person with UFCW International’s
17 president, Marc Perrone, at a meeting arranged by Guenther. DiLorenzo Decl. Ex. O;
18 Guenther I Tr. 67:20–25.

19 **Response:** Undisputed.

1 **31.**At the November 2, 2021 meeting, Guenther sought Perrone’s support for the
2 merger. Guenther I Tr. 62:22–63:3, 67:14–25, 159:5–13.

3 **Response:** Undisputed.

4 It is also undisputed that, at the November 2, 2021, meeting, Perrone
5 informally verbally pledged his support for the merger. ECF No. 107, ¶ 94; Dalmat
6 Decl. Ex. 32 (Guenther Tr. I 68:1–9).

7
8 **32.**Guenther also asked Shaun Barclay, UFCW 21’s former regional director, to
9 speak with Perrone about the benefits of the merger. Guenther I Tr. 163:3–24.

10 **Response:** Disputed in part. Shaun Barclay is a former regional director of UFCW
11 Region 7, of which Local 21 was a part. *See* ECF No. 105, ¶ 5 (citing record). The
12 remainder of this Paragraph is undisputed.

13
14 **B. Formal Merger Discussions & Executive Board Approval**

15 **33.**On December 2, 2021, UFCW International gave its approval for UFCW 21
16 and UFCW 1439 to engage in formal merger discussions. Guenther I Tr. 161:20–
17 162:22; DiLorenzo Decl. ¶ 17 & Ex. P.

18 **Response:** Undisputed.

1 **34.**Guenther helped prepare a merger agreement, which Guenther and Renner
2 signed. Guenther I Tr. 69:19–70:19; DiLorenzo Decl. Ex. I.

3 **Response:** Undisputed and clarified that Guenther did so using the International
4 Union’s Model Local Union Merger Agreement, which required membership
5 approval. *See* ECF No. 113-1 (Guenther Tr. I 69:19–70:19); ECF No. 107, ¶ 95; and
6 Ex. 16.

7
8 **35.**Under the merger agreement, Guenther would be president of the new union
9 formed through the merger. DiLorenzo Decl. Ex. I.

10 **Response:** Undisputed.

11
12 **36.**Under a “side agreement,” Renner would be an employee of the new union.
13 DiLorenzo Decl. ¶ 14 & Ex. M at 001027; Guenther I Tr. 84:7–25; Guenther II Tr.
14 43:2–25, 49:20–50:4.

15 **Response:** Disputed in part.

16 It is undisputed that UFCW 3000 entered into a “Merger Commitments and
17 Employment Agreement” that provided Renner would be an employee of Local
18 3000.

19 It is disputed that Local 3000 did so contemporaneously with its execution of
20 the December 14, 2021, merger agreement (ECF No. 113-9). In fact, Local 3000

1 never signed the “Merger Commitments and Employment Agreement” but instead
 2 approved it electronically much later, by July 21, 2023. *See* ECF No. 113-13; Dalmat
 3 2nd Decl. 32 (Guenther Tr. I 84:7–25); 34 (Guenther Tr. II 43:2–25, 49:20–50:4).

4
 5 **37.**Before Guenther recommended the proposed merger to UFCW 21’s
 6 Executive Board, Guenther and Renner agreed that the new union would employ
 7 Renner. Guenther I Tr. 84:7–25.

8 **Response:** Disputed in part.

9 It is undisputed that before Guenther recommended to the Local 21 Executive
 10 Board that the Board put the merger to a membership vote, she had asked Renner to
 11 work with Local 3000 “to help transition the [Local 1439] contracts to” Local 3000.
 12 Dalmat 2nd Decl. Ex 32 (Guenther Tr. I 84:7–16). At that time, the parties had not
 13 reached any agreements—their “conversations were vague” Dalmat 2nd Decl.
 14 Ex 32 (Guenther Tr. I 84:19). An actual agreement between Renner and Local 3000
 15 regarding his employment did not begin to take shape until January or February 2022
 16 and was not executed until much later, by July 21, 2023. Dalmat 2nd Decl. Ex 32
 17 (Guenther Tr. I 84:17–25); Ex 34 (Guenther Tr. II 43:2–25, 49:20–50:4).

18
 19 **38.**On December 8, 2021, Renner stated in a text message to Guenther: “Scott H.
 20 has reviewed merger agreement. Larry Hall supports the merger and will put his name

1 to it. Train is rolling!!!!” DiLorenzo Decl. ¶ 13 & Ex. L at 30025; Guenther II Tr.
2 30:16–31:7. Guenther responded: “Yes!!!! That is so awesome!” *Id.*

3 **Response:** Undisputed.

4 It is also undisputed that “Scott H.” refers to Scott Habenicht, Local 1439’s
5 in-house counsel in December 2021 and Larry Hall is a former President of Local
6 1439 who was a significant leader of that union. Guenther 2nd Decl. ¶ 6.

7
8 **39.**On December 12, 2021, Renner told Guenther that two individuals “were both
9 very impressed by [her] and are in full support!” DiLorenzo Decl. ¶ 13 & Ex. L at
10 30022; Guenther II Tr. 30:16–31:7. Guenther responded: “That is great news! Now I
11 have to get my board all in order!” *Id.*

12 **Response:** Undisputed and clarified that Renner texted Guenther that Jeff White and
13 Kinzie Michael—two members of the Local 1439 Executive Board in December
14 2021— were “both very impressed by [Guenther] and are in full support!” Guenther
15 2nd Decl. ¶ 9.

16 Guenther’s response to Renner’s text is undisputed.

17
18 **40.**On December 14, 2021, Guenther led a discussion with the UFCW 21
19 Executive Board, in which she advocated in favor of the merger. Guenther I Tr.
20 60:24–62:12; DiLorenzo Decl. Ex. Q at 006002–03.

1 **Response:** Disputed in part.

2 On December 14, 2021, the Local 21 Executive Board discussed the merger.
3 But Joe Mizrahi led the discussion (in executive session) and Guenther fielded
4 questions. ECF No. 107, ¶¶ 97–100.

5 It is also undisputed that Local 21’s Executive Board was composed of 36
6 members and the merger discussion took place during an executive session, which
7 is reserved for sensitive, private discussions. ECF No. 107, ¶¶ 97–101; and Ex. 17
8 (RFP Resp No 6 – 006001–03).

9
10 **41.**On December 14, 2021, the UFCW 21 Executive Board approved the
11 proposed merger. Guenther I Tr. 61:19–21, 97:19–25.

12 **Response:** Undisputed, in the sense that the Local 21 Executive Board
13 recommended putting the merger question to a vote of its members for approval.
14 ECF No. 107, ¶¶ 97–101. The Executive Board did not have authority, on its own,
15 to “approve” the proposed merger. ECF No. 107, ¶¶ 91, 102.

16
17 **42.**The UFCW 1439 Executive Board also approved the proposed merger on the
18 same day. *Id.*

19 **Response:** Undisputed, in the sense that the Local 1439 Executive Board
20 recommended putting the merger question to a vote of its members for approval.

1 ECF No. 107, ¶¶ 97–101. The Executive Board did not have authority, on its own,
2 to “approve” the proposed merger. ECF No. 107, ¶¶ 91, 102.

3
4 **43.** When Guenther spoke with the UFCW 21 Executive Board on December 14,
5 2021, Guenther knew “there ... had been an internal conflict [at UFCW 1439]”
6 involving Renner that “had been resolved amongst all parties with nondisclosure and
7 ... confidentiality agreements,” and that Renner was prohibited from “directly
8 supervis[ing] any employees.” Guenther I Tr. 71:13–18, 93:12– 94:20, 99:5–14,
9 167:21–168:9; DiLorenzo Decl. ¶ 14 & Ex. M at 001027; Guenther II Tr. 49:20–
10 50:4; DiLorenzo Decl. Ex. Q at 006002–03.

11 **Response:** Undisputed.

12
13 **44.** Guenther did not tell the UFCW 21 Executive Board about the claims against
14 Renner, the nondisclosure agreements, Renner’s agreement to resign, or that Renner
15 was not allowed to supervise people. Guenther I Tr. 83:6–84:6.

16 **Response:** Disputed in part.

17 As of the December 14, 2021, Local 21 Executive Board meeting, Guenther
18 did not know the claims against Renner, had not seen the settlement/nondisclosure
19 agreements, and had contemplated a merger agreement that would place Renner in
20 a non-supervisory position at Local 3000 where he would not be an officer of that

1 local union and would not sit on its governing body, the Executive Board. Dalmat
 2 2nd Decl. Ex. 32 (Guenther Tr. I 80:9–82:25, 85:17–87:17, 93:18–94:8, 138:19–
 3 139:10, 199:10–14, 200:13–23); Ex. 34 (Guenther Tr. II 28:8–30:1); Guenther 2nd
 4 Decl. ¶¶ 5–6.

5 It is therefore undisputed that Guenther did not inform the Local 21 Executive
 6 Board of those topics of which she was unaware. As for the restriction on Renner’s
 7 ability to supervise others, because Guenther had no expectation that Renner would
 8 supervise anyone at Local 3000, she saw no relevance in informing the Executive
 9 Board of such a restriction. Dalmat 2nd Decl. Ex. 32 (Guenther Tr. I 84:3–6). In fact,
 10 Renner has not supervised anyone while employed at Local 3000. Guenther 2nd
 11 Decl. ¶¶ 5–6.

12 13 C. Member Vote

14 **45.** On December 17, 2021, UFCW 1439 formally announced the merger vote to
 15 its members. DiLorenzo Decl. Ex. X at 0000168.

16 **Response:** Disputed in part (or, perhaps, merely clarified).

17 The cited exhibit indicates that “Notice of the merger vote was provided to
 18 our membership on December 17, 2021.” ECF No. 113-24. In other words, on
 19 December 17, 2021, Local 1439 mailed notifications to its members of their right to
 20 participate in an upcoming vote—at meetings on January 6, 10–14, and 18–20,

2022—on the proposed merger between Local 21 and Local 1439. ECF No. 113-24. Local 1439’s December 17, 2021, notice did not announce the results of an accomplished merger vote.

46. On January 6, 2022, UFCW 21 formally announced the merger vote to its members. DiLorenzo Decl. Ex. Y at 0000151.

Response: Disputed in part (or, perhaps, merely clarified).

The cited exhibit indicates that “Notice of the merger vote was provided to our membership on January 6, 2022.” ECF No. 113-25. That, in fact happened. *See* ECF No. 107, ¶ 103 and Ex. 18. Local 21’s notice did not ask anyone to vote in favor of the merger. *Id.*

In other words, on January 6, 2022, Local 21 mailed its members of their right to participate in general membership meetings on February 9–12, 2022, during which the merger would be one of the topics discussed and on which they could vote. ECF No. 113-24. Local 21’s January 6, 2022, notice did not announce the results of an accomplished merger vote.

47. Between January 6 and 20, 2022, UFCW 1439 members voted on the proposed merger. DiLorenzo Decl. Ex. X at 000168; Guenther I Tr. 97:19–25.

Response: Undisputed.

1
2 **48.**On January 5, 2022, the day before UFCW 1439 members began voting,
3 Guenther stated in an email to Renner and others that her staff “are going to fly to
4 Spokane tomorrow and provide any support needed to 1439,” “onboard [a UFCW 21
5 staff member] to help from tomorrow until January 20 to ensure we have what we
6 need for all votes,” and “can also help ... with anything ... including ... vote support.”
7 DiLorenzo Decl. Ex. R.

8 **Response:** Disputed in part.

9 It is undisputed that the quotations set forth above are accurate, partial
10 quotations from the cited exhibit containing Guenther’s January 5, 2022, email. The
11 full quotation is:

12 Hi All:

13 Kim and Sarah are going to fly to Spokane tomorrow and provide any
14 support needed to 1439. We have a staff person who is cross trained in
15 Emma and DMC and Kim will onboard her to help from tomorrow until
16 January 20 to ensure we have what we need for all votes. Kim and
Michelle can also help Dana with anything she needs including prep for
year end audit and vote support.

17 Joe and I are cancelling all of our travel and meetings and will provide
18 extra support, Shari Davis will likely travel with us to any vote meetings
we can make. Share can help reps with sign in and she can seal the
doors at proper time.

19 Eric I will call you so we can outline which votes Share/Joe and I can
20 provide extra sets of hands.

It’s game time!

Faye

ECF No. 113-18. This email correctly reflects Guenther’s plans as of January 5, 2022: she planned to send experienced Local 21 staff members to assist with Local 1439’s administration of the merger vote to ensure compliance with legal requirements under federal law (i.e., the Labor–Management Reporting and Disclosure Act) and the UFCW Constitution. Guenther 2nd Decl. ¶ 12. In fact, Guenther was not able to attend the Local 1439 meetings at which Local 1439 members voted on the merger because she was sick with COVID. Guenther 2nd Decl. ¶¶ 14–15. The Local 21 staff who attended ensured the merger vote complied with union-constitutional requirements and federal law, and also fielded members’ questions. Guenther 2nd Decl. ¶¶ 16–17.

49. In the same January 5, 2022, email, Guenther stated: “Joe and I are cancelling all of our travel and meetings and will provide extra support, Shari Davis will likely travel with us to any vote meetings we can make. ... Eric I will call you so we can outline which votes Shari/Joe and I can provide extra sets of hands. It’s game time!” *Id.*

Response: Disputed in part.

1 It is undisputed that the quotations set forth above are accurate, partial
2 quotations from the cited exhibit containing Guenther's January 5, 2022, email. The
3 full quotation is:

4 Hi All:

5 Kim and Sarah are going to fly to Spokane tomorrow and provide any
6 support needed to 1439. We have a staff person who is cross trained in
7 Emma and DMC and Kim will onboard her to help from tomorrow until
8 January 20 to ensure we have what we need for all votes. Kim and
Michelle can also help Dana with anything she needs including prep for
year end audit and vote support.

9 Joe and I are cancelling all of our travel and meetings and will provide
10 extra support, Shari Davis will likely travel with us to any vote meetings
we can make. Share can help reps with sign in and she can seal the
doors at proper time.

11 Eric I will call you so we can outline which votes Share/Joe and I can
12 provide extra sets of hands.

13 It's game time!

14 Faye

15 ECF No. 113-18. This email correctly reflects Guenther's plans as of January 5,
16 2022: she planned to send experienced Local 21 staff members to assist with Local
17 1439's administration of the merger vote to ensure compliance with legal
18 requirements under federal law (i.e., the Labor-Management Reporting and
19 Disclosure Act) and the UFCW Constitution. Guenther 2nd Decl. ¶ 12. In fact,
20 Guenther was not able to attend the Local 1439 meetings at which Local 1439

1 members voted on the merger because she was sick with COVID. Guenther 2nd
2 Decl. ¶¶ 14–15. The Local 21 staff who attended ensured the merger vote complied
3 with union-constitutional requirements and federal law, and also fielded members’
4 questions. Guenther 2nd Decl. ¶¶ 16–17.

5
6 **50.**Also on January 5, 2022, Guenther texted Renner: “Game time!!! Its [sic] on
7 Eric! I can t [sic] wait to celebrate on Jan 20!!!!!!!” DiLorenzo Decl. ¶ 13 & Ex. L
8 at 30017; Guenther II Tr. 30:16–31:7.

9 **Response:** Undisputed.

10
11 **51.**UFCW 1439 members voted in favor of the merger, 191 to 5. DiLorenzo Decl.
12 Ex. X at 000168.

13 **Response:** Undisputed.

14 It is also undisputed that the 196 votes cast out of approximately 7,800
15 members of Local 1439—i.e., only approximately 2.5% of the Local 1439
16 membership participated in the merger vote. The vote was also uncontroversial, with
17 approximately 97.4% of Local 1439 voters supporting the merger.

1 **52.**On January 27, 2022, Guenther stated in an email to Renner and others:
2 “UFCW 21 members will be voting soon, and hopefully that will be a good vote.”
3 DiLorenzo Decl. Ex. S.

4 **Response:** Undisputed.

5 It is also undisputed that the personnel copied on Guenther’s email are all
6 senior Local 21 staff. Guenther 2nd Decl. ¶¶ 13, 16–17; ECF No. 113-19.

7
8 **53.**Between February 9 and 12, 2022, UFCW 21 members voted on the proposed
9 merger. DiLorenzo Decl. Ex. Y at 0000151.

10 **Response:** Undisputed.

11
12 **54.**UFCW 21 members voted in favor of the merger, 207 to 11. DiLorenzo Decl.
13 Ex. Y at 0000151

14 **Response:** Undisputed.

15 It is also undisputed that the 218 votes cast for or against the merger out of
16 approximately 44,000 members of Local 21 mean that only approximately 0.5% of
17 Local 21 members participated in the merger vote. The vote was uncontroversial,
18 with approximately 95% of Local 21 voters supporting the merger.

1 It is also undisputed that, taken together, only 414 out of approximately
2 51,800 members of both local unions participated in the merger vote. In other words,
3 only approximately 0.8% of eligible voters participated in the merger vote.
4

5 **55.**In Spokane, only one UFCW 1439 member voted against the merger, and all
6 UFCW 21 members in Spokane voted in favor of the merger. DiLorenzo Decl. Ex. X
7 at 0000172 & Ex. Y at 0000152.

8 **Response:** Undisputed.
9

10 **56.**The merger became effective March 1, 2022. DiLorenzo Decl. Ex. I at
11 0000158.

12 **Response:** Undisputed.
13

14 **IV. The Flyer**

15 **A. Nonparty Michael Selvaggio Created the Flyer.**

16 **57.**In December 2021, Michael Selvaggio, who through his company Ridgelark
17 Strategies LLC was political director for UFCW 555, created a flyer to encourage
18 UFCW members to vote against the proposed merger. Selvaggio Tr. 62:2–23, 75:14–
19 19, 113:10–18; see ECF No. 26-1 (“Flyer”).

20 **Response:** Disputed in part.

1 It is undisputed that Selvaggio drafted the content of the flyer based on talking
2 points he had discussed with Local 555 President Dan Clay and his executive
3 assistant, Esai Alday. ECF No. 106, Ex. 7 (Selvaggio Tr. 113:10–114:3, 122:17–
4 124:12, 144:3–145:1).

5 Nonetheless, Emmons literally created the written materials—the flyers—that
6 he distributed at grocery stores in Spokane, Washington, by printing them at a FedEx
7 store. ECF No. 106, Ex. 13 (Emmons Tr. 74:18–76:2).

8
9 **58.** Selvaggio created the Flyer at the request of Dan Clay, President of UFCW
10 555. Selvaggio Tr. 43:23–25, 92:10–97:24; 123:20–124:2.

11 **Response:** It is undisputed that Selvaggio drafted the flyer at Clay’s request. As
12 indicated in response to paragraph 57, Emmons literally created the flyers
13 themselves by printing them.

14
15 **59.** Clay and Esai Alday, who also works for UFCW 555, provided Selvaggio
16 with the information that Selvaggio included in the Flyer. Selvaggio Tr. 99:11–17,
17 122:10–124:2. 60.

18 **Response:** Undisputed.
19
20

1 **60.**The Flyer contained the following statements:

2 ATTENTION UFCW MEMBERS

3 The in-union “Sexual Harassment club” is at it again!!

4 First Faye Gunther [sic] (President of Local 21) helped former 367
5 President Angel Gonzalez cover up his harassment charges and paid
6 him off in exchange for installing her puppet, Mike Hines.

7 Now she’s helping Eric Renner (the Local 1439 President) hide from
8 sexual harassment charges and land a cushy new gig with Local 21
9 through a forced merger.

10 OUR UNION SHOULD BE LOOKING OUT FOR US
11 NOT PROTECTING HARASSERS!

12 It’s time to STOP THE COVERUPS!

13 VOTE NO ON ANY MERGER!

14 ECF No. 26-1.

15 **Response:** Undisputed. *See also* ECF No. 106, Ex. 17.

16 **61.**Emmons had “[n]o” “involvement in the creation or production of the
17 [Flyer].” Emmons Tr. 73:13–15.

18 **Response:** Disputed.

19 In fact, Emmons was substantially involved in producing the flyer. He
20 discussed the contents of the flyer with Selvaggio before agreeing to print and
 circulate it. ECF No. 106, Ex. 7 (Selvaggio Tr. 110:9–111:13); Ex. 13 (Emmons Tr.
 69:7–14). During that discussion, Emmons immediately recognized the incendiary

1 nature of those accusations and asked Selvaggio for their basis. ECF No. 106, Ex.
2 13 (Emmons Tr. 69:7–10, 70:20–71:22). Selvaggio told him the sexual harassment
3 allegations were the subject of investigations. ECF No. 106, Ex. 13 (Emmons Tr.
4 70:20–71:22); Ex. 7 (Selvaggio Tr. 110:24–111:16). Selvaggio and Emmons did not
5 discuss any payoffs or whether Guenther was involved in any way in those
6 allegations or the target of any sexual harassment investigation. ECF No. 106, Ex. 7
7 (Selvaggio Tr. 111:14–112:19); Ex. 13 (Emmons Tr. 71:20–25, 78:2–7, 78:22–79:8,
8 80:3–12). As far as Emmons recalls, they did not discuss Guenther at all during that
9 conversation. ECF No. 106, Ex. 13 (Emmons Tr. 64:21–65:15).

10 After that conversation, Selvaggio emailed Emmons the flyer. ECF No. 106,
11 Ex. 17 (Selvaggio Ex. 8); Dalmat Decl. Ex. 7 (Selvaggio Tr. 139:9–140:1, 144:3–
12 145:1). After receiving a copy of the flyer itself from Selvaggio, Emmons and
13 Selvaggio had another discussion about it. ECF No. 106, Ex. 13 (Emmons Tr. 76:1–
14 80:16); Ex. 18 (Selvaggio Ex. 6). During that second conversation, Emmons read
15 the flyer in its entirety but did not discuss any details of any investigations into
16 Gonzalez or Renner and did not discuss the accusation that Guenther helped
17 Gonzalez cover up harassment charges and paid him off in exchange for installing
18 Hines. ECF No. 106, Ex. 13 (Emmons Tr. 78:25–79:15, 90:13–91:19). Emmons also
19 did not discuss with Selvaggio the accusation that Guenther helped cover up
20 allegations Renner was facing. ECF No. 16, Ex. 13 (Emmons Tr. 78:14–80:16).

Based on what he learned in these two conversations—i.e., nothing at all supporting the truth of the accusations directed against Guenther—Emmons agreed to produce the flyers by printing them at a FedEx store and then distributing them in grocery stores in Spokane (hundreds of miles away from Portland) where affected UFCW members would likely see them. ECF No. 106, Ex. 13 (Emmons Tr. 74:18–75:25); Ex. 13 (Emmons Tr. 74:18–76:6, 81:1–84:22, 102:9–103:21); Ex. 7 (Selvaggio Tr. 136:3–19); Ex. 19 (RFP Resp No. 2 – 002111–16). Upon distributing the flyers, Emmons told recipients “here’s information about the union, information about the merger.” ECF No. Ex. 7 (Selvaggio Tr. 118:8–18).

B. Nonparty Mike Selvaggio Mailed 1,000 Copies of the Flyer to UFCW Worksites on December 13, 2021.

62. On December 13, 2021, Selvaggio mailed 1,000 copies of the Flyer to UFCW work sites across Washington. Selvaggio Tr. 97:11–98:10, 101:4–102:12, 104:17–105:3, 113:22–114:1.

Response: Undisputed. It is also undisputed that the mailings were addressed to shop stewards and store managers. ECF No. 107, ¶ 117.

63. Guenther first learned of the Flyer on December 15 or 16, 2021. Guenther I Tr. 97:8–16.

Response: Undisputed. *See also* ECF No. 107, ¶ 128; and Ex. 22.

1 **64.**Around the same time, a UFCW 367 member posted the Flyer in a UFCW
 2 member Facebook forum, and other members commented on it. ECF No. 1-2 ¶ 3.12;
 3 DiLorenzo Decl. Ex. T; Guenther I Tr. 99:15–101:22.

4 **Response:** Undisputed and clarified. It is undisputed that the Facebook group in
 5 which the member posted the flyer was closed to members of Local 367, and that
 6 the post garnered merely 26 comments and 17 reactions. Guenther 2nd Decl. ¶¶ 18–
 7 19; ECF No. 106, Ex. 11 (RFP Resp. No. 2 – 002099); Ex. 4 (Guenther Tr. 99:22–
 8 100:18). Because each Facebook user can make only one reaction to a post, whereas
 9 the same user can post multiple comments responding to a post, the 26 comments
 10 could be from the 17 people who posted reactions. Guenther 2nd Decl. ¶¶ 18–20;
 11 ECF No. 106, Ex. 11 (RFP Resp. No. 2 – 002099).

12
 13 **65.**Adam Jackson received a text message from a grocery store meat manager
 14 with an image of the Flyer, which the meat manager said he had received at work.
 15 Jackson Tr. 122:6–18.

16 **Response:** Undisputed.

17
 18 **66.**Jackson shared the image of the Flyer with Laurel Fish on or around
 19 December 16, 2021. Fish Tr. 112:14–25.

20 **Response:** Undisputed.

1 **67.**Jackson “checked with a few other people” to see if they had received the
2 Flyer and confirmed others had received it too. Jackson Tr. 122:16–18.

3 **Response:** Undisputed.

4 It is also undisputed that the members with whom Jackson discussed the flyer
5 were “confused more than anything” by it. Dalmat 2nd. Decl. Ex. 36 (Jackson Tr.
6 123:2–4). The members were already aware “there was a vote coming up” because
7 the union had “already announced the merger was coming.” Dalmat 2nd. Decl. Ex.
8 36 (Jackson Tr. 123:6–8). Jackson told the members, “It’s nothing, you know, we
9 did or our Local put out and so I just reported it to Scott.” Dalmat 2nd. Decl. Ex. 36
10 (Jackson Tr. 123:11–12). At no point before the membership meetings at which the
11 merger votes occurred, however, did Jackson report hearing Local 1439 members
12 debate the merits of the merger publicly, including following the December 2021
13 mailing. *Id.*

14
15 **68.**Guenther testified that she experienced “[a]nxiety” after the Flyer became
16 public. Guenther I Tr. 107:12–24.

17 **Response:** It is undisputed that Guenther experienced anxiety and pecuniary harm
18 as a result of the flyer Emmons circulated. *See* ECF No. 107, ¶¶ 136–167.

1 The testimony cited at Guenther I Tr. 107:12–24 does not indicate that
2 Guenther’s anxiety began before January 8, 2022, when Emmons circulated the
3 flyers in Spoke stores.

4
5 **69.**On or around December 16, 2021, after Fish learned of the Flyer from
6 Jackson, Plaintiff’s counsel Aaron Streepy called Fish “to ask if [she] was responsible
7 for [the Flyer].” Fish Tr. 94:1–11.

8 **Response:** Undisputed.

9
10 **70.**On December 20, 2021, Guenther received an email with the subject line “In-
11 union Sexual Harassment Club?” from Lance Van Landuyt, who signed as “Steward
12 at Fred Meyer” and asked, “This letter was mailed to me at my store. What’s this all
13 about?” DiLorenzo Decl. Ex. U. Guenther responded in part: “Our attorneys are
14 working on this We will work until we find out who wrote the flyer and who
15 mailed the flyer to attempt to get to the bottom of this.” *Id.*

16 **Response:** Undisputed.

17 It is also undisputed that the record contains no evidence showing Mr. Van
18 Landuyt discussed the matter publicly.

C. Nonparty Mike Selvaggio Hired Emmons to Place Copies of the Flyer in Five to Seven Grocery Stores in Spokane, Which Emmons Did on January 8, 2022.

71. In January 2022, Selvaggio called Emmons and said Ridgelark wanted to hire Emmons's company, Osprey, to distribute copies of the Flyer to grocery stores in Spokane. Selvaggio Tr. 73:14–17; Emmons Tr. 67:13–68:25, 73:8–12, 84:12–13; Emmons Decl. ¶¶ 4, 7, 10.

Response: Undisputed and clarified.

The call occurred on or around January 5, 2022. ECF No. 106, Ex. 7 (Selvaggio Tr. 108:18–110:4).

72. Emmons and Osprey had been hired by Selvaggio and Ridgelark to assist with numerous community outreach projects before. Emmons Decl. ¶ 5.

Response: Undisputed.

73. Emmons first worked with Selvaggio at an organization called Direct Action Partners, where Selvaggio was President and Emmons was a Project Manager, before the organization dissolved. *Id.*

Response: Undisputed.

1 74.Since working together at Direct Action Partners, Selvaggio, through
2 Ridgelark, has hired Emmons, through Osprey, for numerous other community
3 outreach projects over the years. *Id.*

4 **Response:** Undisputed.

6 75.Emmons has known Selvaggio for nearly a decade. *Id.*

7 **Response:** Undisputed.

9 76.In Emmons’s experience working for Selvaggio, Emmons has observed
10 Selvaggio to be honest and trustworthy. Emmons Tr. 109:1–10; Emmons Decl. ¶ 6.

11 **Response:** Disputed in part. It is undisputed that Emmons testified as much. The
12 cited deposition testimony includes Emmons’s testimony that Selvaggio has “never
13 led [Emmons] astray.” ECF No. 113-4 (Emmons Tr. 109:6–8). The pendency of this
14 litigation speaks for itself on that question.

16 77.Specifically, in Emmons’s experience, Selvaggio is selective in the
17 organizations and people he chooses to work for, only works for those with high
18 integrity, and does not take on initiatives without first confirming that the position or
19 message he is communicating is a credible one. Emmons Decl. ¶ 6.

20 **Response:** Disputed.

1 The facts of this case—with which Emmons has experience—show that
2 Selvaggio does not work only for people with high integrity and he does take on
3 initiatives without confirming the position or message he is communicating is
4 credible. Rather, the record facts show Selvaggio took on Operation Wagon Wheel
5 in reliance on the representations of Clay and Alday, who told him that they relied
6 on an investigation by the UFCW International Union—an assertion Selvaggio did
7 nothing to verify. ECF No. 106, Ex. 7 (Selvaggio. Tr. 111:23–112:19). In fact, the
8 International repeatedly deemed the flyers’ accusations to be false. ECF No. 106,
9 Ex. 14 (UFCW-EMMONS_000029 –32), Ex. 15 (UFCW-EMMONS_000936), Ex.
10 16 (UFCW-EMMONS_000937).

11 In addition, neither Selvaggio nor Emmons did anything to confirm whether
12 Guenther paid off Local 367 President Angel Gonzalez or whether Guenther was
13 involved in any way in the allegations of sexual harassment against Gonzalez or
14 against Eric Renner. ECF No. 106, Ex. 7 (Selvaggio Tr. 111:14–112:19); Ex. 13
15 (Emmons Tr. 71:20–25, 78:2–7, 78:22–79:8, 80:3–12). They did not discuss
16 Guenther at all—let alone confirm the facts of the accusations against her—when
17 discussing this position. ECF No. 106, Ex. 13 (Emmons Tr. 64:21–65:15).

18 It is also disputed that Clay—the president of UFCW Local 555, which
19 contracts Selvaggio through his company, Ridgelark Strategies—is a person of high
20 integrity. For example, when asked by International Union investigators about his

1 involvement in the flyer at issue in this case, he knowingly lied about it—denying
2 any involvement. ECF No. 106, Ex. 15.

3
4 **78.**Emmons agreed to take on the project of distributing copies of the Flyer in
5 Spokane. Emmons Decl. ¶ 7.

6 **Response:** Undisputed. *See also* ECF No. 105, ¶¶ 70–84 (citing record).

7
8 **79.**Selvaggio emailed Emmons the Flyer on January 5, 2022. Emmons Decl. ¶ 8.

9 **Response:** Undisputed.

10
11 **80.**Selvaggio provided Emmons with a list of grocery stores where Selvaggio
12 wanted Emmons to distribute the Flyer. *Id.*

13 **Response:** Undisputed.

14
15 **81.**Emmons does not personally know the individuals named in the Flyer.
16 Emmons Decl. ¶ 9.

17 **Response:** Undisputed.

18
19 **82.**Emmons had no personal knowledge as to the truth of the statements in the
20 Flyer. Emmons Decl. ¶ 9; Emmons Tr. 108:23–109:10; Selvaggio Tr. 110:18– 23.

1 **Response:** It is undisputed that Emmons had no actual knowledge of the truth of the
2 statements in the flyer he published. Nor could he have, as the flyers' statements are
3 false. *See* ECF No. 105, ¶¶ 95–105 (citing record).

4 To the extent this Paragraph implies Emmons had no actual malice when
5 publishing the flyer's accusations against Guenther, Guenther disputes that
6 implication with the following circumstantial evidence. *See Duc Tan v. Le*, 177
7 Wn.2d 649, 669, 300 P.3d 356 (2013).

8 In fact, Emmons had personal hostility toward anyone accused of sexual
9 harassment—which was a “personal issue” for him—such that, once Emmons heard
10 the flyer involved sexual harassment that could affect “UFCW members” he “really
11 didn't need to hear much more” to spread the accusations in the flyer, even though
12 he immediately recognized that the accusations were incendiary. ECF No. 106, Ex.
13 13 (Emmons Tr. 69:7–10, 70:5–7, 70:11–16).

14 Emmons knew that Selvaggio, Clay, and Alday—Emmon's direct and indirect
15 sources of information—were hostile to Guenther, as the express purpose of the
16 flyering project, as Selvaggio conveyed it to him, was to oppose the merger that
17 Guenther sought. ECF No. 106, Ex. 7 (Selvaggio Tr. 109:23–110:4, 117:8–23); Ex.
18 13 (Emmons Tr. 69:17–70:14).

19 Emmons did nothing to investigate the allegations against Guenther, let alone
20 do so properly. ECF No. 106, Ex. 7 (Selvaggio Tr. 111:14–112:19); Ex. 13 (Emmons

Tr. 64:21–65:15, 71:20–25, 73:8–23, 78:2–7, 78:22–79:8, 80:3–12). Emmons also did not inquire into any details of any investigations into Gonzalez or Renner. ECF No. 106, Ex. 13 (Emmons Tr. 78:25–79:15, 90:13–91:19).

And, finally, Emmons deliberately avoided the truth, not even inquiring into the basis for the accusations against Guenther despite inquiring into the basis for the accusations against the alleged harassers. ECF No. 106, Ex. 7 (Selvaggio Tr. 111:14–112:19); Ex. 13 (Emmons Tr. 64:21–65:15, 71:20–25, 73:8–23, 78:2–7, 78:22–79:8, 80:3–12).

83.Emmons asked Selvaggio whether the Flyer’s statements were accurate. Emmons Decl. ¶ 9; Selvaggio Tr. 110:18–111:2.

Response: Disputed.

During their initial conversation on the matter, Emmons asked Selvaggio “about the credibility of the accusations and involvement of individuals in the Spokane region.” ECF No. 106, Ex. 13 (Emmons Tr. 70:20–21). They did not discuss the allegations against Guenther or Renner. ECF No. 106, Ex. 13 (Emmons Tr. 71:20–25).

Emmons had a second conversation about the matter shortly thereafter. During that conversation, Emmons and Selvaggio discussed the statement “The in-union ‘Sexual Harassment Club’ is at it again” and specifically discussed sexual

1 harassment allegations and related investigations, without discussing any details of
2 those investigations. ECF No. 106, Ex. 13 (Emmons Tr. 78:2–21).

3 As to the statement “First Faye Guenther (President of Local 21) helped
4 former 367 President Angel Gonzalez cover up his harassment charges and paid him
5 off in exchange for installing her puppet, Mike Hines,” Selvaggio said nothing other
6 than the generality that there had been investigations. ECF No. 106, Ex. 13 (Emmons
7 Tr. 78:25–79:10). Specifically, Selvaggio did not say anything to explain why the
8 flyer alleged Guenther paid Angel Gonzalez off. ECF No. 106, Ex. 13 (Emmons Tr.
9 79:11–15). *Accord* ECF No. 106, Ex. 7 (Selvaggio Tr. 111:17–22) (Selvaggio did
10 not tell Emmons “that Ms. Guenther was the target of the investigation”). In fact,
11 Selvaggio and Emmons did not discuss Guenther at all. ECF No. 106, Ex. 13
12 (Emmons Tr. 64:21–65:15).

13 As to the statement “Now she’s helping Eric Renner (the Local 1439
14 President) hide from sexual harassment charges and land a cushy new gig with Local
15 21 through a forced merger,” Selvaggio said nothing to Emmons about that portion
16 of the flyer or any remaining portion of the flyer. ECF No. 106, Ex. 13 (Emmons Tr.
17 79:16–80:16).

1 **84.**Selvaggio confirmed to Emmons that the Flyer’s statements were credible and
 2 stated that there had been investigations. Emmons Decl. ¶ 9; Emmons Tr. 78:11–21,
 3 108:23–109:10; Selvaggio Tr. 110:18–111:9.

4 **Response:** Disputed in part.

5 It is undisputed that Emmons and Selvaggio discussed the statement “The in-
 6 union ‘Sexual Harassment Club’ is at it again” and specifically discussed sexual
 7 harassment allegations and related investigations, without discussing any details of
 8 those investigations. ECF No. 106, Ex. 13 (Emmons Tr. 78:2–21).

9 As to the statement “First Faye Guenther (President of Local 21) helped
 10 former 367 President Angel Gonzalez cover up his harassment charges and paid him
 11 off in exchange for installing her puppet, Mike Hines,” Selvaggio said nothing other
 12 than the generality that there had been investigations. ECF No. 106, Ex. 13 (Emmons
 13 Tr. 78:25–79:10). Specifically, Selvaggio did not say anything to explain why the
 14 flyer alleged Guenther paid Angel Gonzalez off. ECF No. 106, Ex. 13 (Emmons Tr.
 15 79:11–15). *Accord* ECF No. 106, Ex. 7 (Selvaggio Tr. 111:17–22) (Selvaggio did
 16 not tell Emmons “that Ms. Guenther was the target of the investigation”). In fact,
 17 Selvaggio and Emmons did not discuss Guenther at all. ECF No. 106, Ex. 13
 18 (Emmons Tr. 64:21–65:15).

19 As to the statement “Now she’s helping Eric Renner (the Local 1439
 20 President) hide from sexual harassment charges and land a cushy new gig with Local

21 through a forced merger,” Selvaggio said nothing to Emmons about that portion of the flyer or any remaining portion of the flyer. ECF No. 106, Ex. 13 (Emmons Tr. 79:16–80:16).

85. On January 8, 2022, Emmons placed copies of the Flyer at five to seven grocery stores in Spokane, leaving six to eight copies at each store. Emmons Decl. ¶ 10; Emmons Tr. 84:12–13.

Response: Undisputed.

86. At the time Emmons distributed the Flyer, based on Emmons’s experience with Selvaggio and Selvaggio’s representations concerning the Flyer, Emmons believed that the Flyer’s statements were true. Emmons Decl. ¶ 9; Emmons Tr. 108:23–109:10.

Response: Disputed in part.

The claim is overbroad. As indicated in response to paragraph 84, it is undisputed that Emmons believed some former UFCW leaders faced sexual harassment accusations.

But, as further indicated in response to paragraph 84, Selvaggio and Emmons did not discuss the accusations directed against Guenther, and Emmons knew no facts that could reasonably support a belief that the Guenther-directed accusations

were true. The record evidence cited in response to paragraph 84 instead shows that Emmons had not formulated a specific belief as to whether the accusations directed against Guenther were true. And the record evidence cited in response to paragraph 83 further shows that Emmons did not care—or exercise the care—to learn the truth of the accusation directed against Guenther; as soon as he heard there were allegations contending former leaders of UFCW may be facing sexual harassment claims, Emmons was prepared to spread those accusations to UFCW members without investigating their truth and, in fact, deliberately avoiding the truth of the accusations against Guenther.

V. Guenther's Role As UFCW 21 & UFCW 3000 President

87. While UFCW 21 President, Guenther spoke at numerous press conferences and was quoted in the media. DiLorenzo Decl. Ex. J at 5–6 (Resp. to Interrog. 6); Guenther I Tr. 41:18–42:16, 45:7–46:1.

Response: It is undisputed that, from March 2020 through May 10, 2023, Guenther spoke at four press conferences about COVID, two about crime in the retail sector (which affects members' employment), two about the proposed corporate merger between Kroger and Albertsons (a pair of grocery store companies), one about legislation to address a health care staffing crisis, and one about workforce development—a total of ten press conferences. ECF No. 113-10, pp. 167–68. It is

1 also undisputed that a podcast quoted Guenther regarding Local 21’s pension plan,
2 KUOW interviewed her regarding Seattle fish mongers and again about grocery
3 workers facing economic uncertainty, and King 5 quoted her regarding the proposed
4 Kroger/Albertson merger. *Id.* To the extent that these fourteen events qualify as
5 “numerous,” Guenther does not dispute the characterization. To the extent Emmons
6 asserts more than fourteen press appearances or media quotations, Guenther disputes
7 the assertion as unsupported by the record evidence.

8 It is equally undisputed that Guenther gave no press conferences about the
9 potential union merger between Local 21 and 1439 and that no press—not a single
10 news outlet, podcast, or other broadcast media source—reported on that merger
11 before it became effective in March 2022. Dalmat 2nd Decl. ¶¶ 2–6 and Exs. 29–31
12 thereto; ECF No. 113-1 (Guenther Tr. I 41:18–42:16, 45:7–46:1). It is also
13 undisputed that Guenther and Local 21 did not seek press coverage of internal union
14 affairs and there is no evidence they could have garnered such coverage if they had
15 sought it. Guenther 2nd Decl. ¶ 21.

16 To the extent Emmons asserts otherwise, the cited record evidence does not
17 support the assertion.
18
19
20

1 **88.**The topics Guenther spoke about at these press conferences and in the media
 2 included Covid masking and vaccines, Black Lives Matter, and workforce
 3 development, among others. DiLorenzo Decl. Ex. J at 5–6 (Resp. to Interrog. 6);
 4 Guenther I Tr. 41:18–42:16, 45:7–46:1.

5 **Response:** Undisputed. It is further undisputed that the topics at these press
 6 conferences and in the media did not include the potential merger between Local 21
 7 and Local 1439. ECF No. 113-10, pp. 167–68; ECF No. 113-1 (Guenther Tr. I
 8 41:18–42:16, 45:7–46:1); Dalmat 2nd Decl. ¶¶ 2–6 and Exs. 29–31 thereto. It is also
 9 undisputed that Guenther and Local 21 did not seek press coverage of internal union
 10 affairs and there is no evidence they could have garnered such coverage if they had
 11 sought it. Guenther 2nd Decl. ¶ 21.

12
 13 **89.**One of the UFCW 21 staff members Guenther supervised was responsible for
 14 UFCW 21’s communications, and that person’s duty was in part “to invite as many
 15 press people as they could” to UFCW 21 press conferences at which Guenther spoke.
 16 Guenther I Tr. 37:12–21, 40:11–42:13.

17 **Response:** Undisputed. It is equally undisputed that none of those invitations
 18 involved press conferences addressing the potential merger between Local 21 and
 19 Local 1439. ECF No. 113-10, pp. 167–68; ECF No. 113-1 (Guenther Tr. I 41:18–
 20 42:16, 45:7–46:1).

1 It is also undisputed that in 2021 through June 2022, Local 21/3000 did not
 2 attempt to garner press coverage on issues beyond COVID, Black Lives Matter, or
 3 specific bargaining situations. Guenther 2nd Decl. ¶ 21. In particular, Local 21 and
 4 Guenther did not attempt to garner press coverage of matters of internal affairs and
 5 no evidence suggests they could have achieved such coverage had they sought it.
 6 Guenther 2nd Decl. ¶ 21.

7
 8 **90.** Guenther has spoken at press conferences, given interviews, and appeared in
 9 the media at least seventeen times since January 1, 2019. DiLorenzo Decl. Ex. J at
 10 4–6 (Resp. to Interrog. 6).

11 **Response:** Disputed.

12 The cited interrogatory asks for all speaking engagements and the answer
 13 included telephone calls and a speech at a funeral. As a result, it is an overstatement
 14 to say that Guenther spoke at press conferences, gave interviews, or appeared in the
 15 media at least seventeen times since January 1, 2019.

16 As noted in response to Paragraph 87, Guenther attended ten press
 17 conferences during that period and was quoted four times in the media, for a total of
 18 fourteen appearances. In any event, none of the press conferences, press interviews,
 19 or media appearances involved debate or discussion of the potential merger between
 20 Local 21 and 1439. *See* response to Paragraph 87; ECF No. 113-10, pp. 167–68.

1
2 **91.**As UFCW 21 President, Guenther communicated with members of UFCW 21
3 “through Twitter, Instagram, e-mail, telephone, text message, podcast, U.S. mail,
4 Facebook, Facebook Messenger[,] and in-person.” DiLorenzo Decl. Ex. J at 3 (Resp.
5 to Interrog. 2).

6 **Response:** Undisputed.

7 It is equally undisputed that Guenther did not, with one exception, use any of
8 these media to communicate with Local 21 members regarding the potential merger
9 of Local 21 and 1439 before the merger went into effect on March 1, 2022. ECF No.
10 107, ¶¶ 103, 107–13; and Ex. 18. The one exception is that, in her capacity as
11 President of Local 21, she directed the Local to send the January 6, 2022, formal
12 notice of the upcoming merger vote. ECF No. 107, ¶¶ 103, 107–13 and Ex. 18. That
13 notice did not mention or refer to Guenther and did not ask Local 21 members to
14 vote in favor of the merger. *Id.*

15 It is also undisputed that any individual can communicate with other
16 individuals through Twitter, Instagram, email, telephone, text message, podcast,
17 U.S. mail, Facebook, Facebook Messenger, or in-person.

18
19 **92.**Guenther could send emails to all UFCW 21 members and transmitted annual
20 notices on her letterhead. Guenther I Tr. 26:21–28:1.

1 **Response:** Undisputed that Guenther could send emails to all Local 21 members and
2 that Local 21 transmitted annual notices on its letterhead, which identified Guenther
3 as Local 21’s President.

4 It is equally undisputed that, between September 30, 2021, and March 1, 2022,
5 no such emails or annual notices discussed the potential merger of Local 21 and
6 1439, let alone advocated for it. ECF No. 107, ¶¶ 103–114. In fact, the only notice
7 that Local 21 sent regarding the merger was the January 6, 2022, formal notice of
8 the upcoming merger vote—a notice that was not part of Local 21’s annual notice.
9 ECF No. 107, ¶¶ 103–07.

10
11 **93.**UFCW 21 sponsored vaccine clinics, and Guenther communicated about
12 these clinics to her roughly 44,000 members. Guenther I Tr. 37:22–38:9.

13 **Response:** Undisputed. It is equally undisputed that there is no evidence that any
14 discussion of the potential merger between Local 21 and Local 1439, or any issue
15 pertaining to internal union affairs, occurred at those vaccine clinics.

16
17 **94.**As UFCW 21 President, Guenther met with Governor Jay Inslee to discuss
18 Covid mask policies to keep the “lines of communications open.” Guenther I Tr.
19 39:3–18, 47:24–48:12.

1 **Response:** Undisputed. It is equally undisputed that there is no evidence Guenther
2 discussed the potential merger between Local 21 and Local 1439 at any meeting with
3 Governor Inslee about COVID mask policies. *Cf.*, ECF No. 107, ¶¶ 85–116.

4
5 **95.**As UFCW 21 President, Guenther communicated with other union leaders,
6 including negotiating a memorandum of understanding regarding “sick leave
7 protections” and getting other union chapters to sign on. Guenther I Tr. 46:20–
8 47:23.

9 **Response:** Undisputed. It is equally undisputed that the memorandum of
10 understanding referred to in this Paragraph had nothing to do with the potential
11 merger of Local 21 and Local 1439. Instead, it had addressed agreements between
12 UFCW local unions and Kroger and Albertsons. ECF No. 113-1 (Guenther Tr. I
13 47:8–15).

14
15 **96.**Guenther was re-elected as UFCW 3000 President in 2023. Guenther I Tr.
16 28:2–8.

17 **Response:** Undisputed.

18 **97.**Guenther ran for a position at UFCW International in 2023. Guenther I Tr.
19 49:25–50:20, 52:17–21.

1 **Response:** Disputed in part. The cited testimony (along with additional deposition
2 testimony) explains that Guenther was seeking to run for a position with the UFCW
3 International and had submitted her name for consideration by sending an email to
4 the current President of the International, Marc Perrone, but was not permitted to run
5 because others at the International declined to nominate her or the slate she was
6 running with. *See* Dalmat 2nd Decl. Ex. 32 (Guenther Tr. I 49:25–54:18).

7
8 **98.** Guenther continues to make media appearances. Guenther I Tr. 126:18–127:1.

9 **Response:** Undisputed. It is equally undisputed that none of her media appearances
10 before or after May 10, 2023, discussed the merger or the questions at issue in this
11 lawsuit. *See* Dalmat 2nd Decl. Ex. 32 (Guenther Tr. I 126:18–128:3).

12
13 **VI. Guenther's Reputation**

14 **A. The Flyer Did Not Change Adam Jackson's Opinion of Guenther.**

15 **99.** Adam Jackson was one of the individuals who helped draft and signed the
16 Complaint Letter concerning Renner. Jackson Tr. 25:23–26:8.

17 **Response:** Undisputed.
18
19
20

1 **100.** Before Adam Jackson saw the Flyer, his general impression of
2 Guenther was “[g]ood” because he had “only heard good things.” Jackson Tr.
3 127:14–21.

4 **Response:** Undisputed.
5

6 **101.** The Flyer did not change Jackson’s views about Guenther in any way.
7 Jackson Tr. 127:22–24.

8 **Response:** Undisputed.
9

10 **102.** Jackson has not heard anyone say the Flyer had changed their views of
11 Guenther. Jackson Tr. 127:25–128:13.

12 **Response:** Undisputed.

13 **B. The Flyer Did Not Change Laurel Fish’s Opinion of Guenther.**

14 **103.** Laurel Fish was also one of the individuals who helped draft and signed
15 the Complaint Letter concerning Renner. Fish Tr. 24:7–22.

16 **Response:** Undisputed.
17

18 **104.** 104. Before Laurel Fish saw the Flyer, her opinion of Guenther was
19 “[p]ositive.” Fish Tr. 95:16–18.

20 **Response:** Undisputed.

1 **105.** When asked if the Flyer changed that opinion, Fish said only that the
2 Flyer “made [her] disappointed that [Renner] was going to continue to work for the
3 Union.” Fish Tr. 95:19–21.

4 **Response:** Undisputed.
5

6 **C. The Flyer Did Not Change Alex Garcia’s Opinion of Guenther.**

7 **106.** Alex Garcia previously worked with Renner at UFCW 1439. Garcia Tr.
8 15:11–24, 18:12–24.

9 **Response:** Undisputed.
10

11 **107.** Garcia was one of the individuals who signed a settlement agreement
12 drafted by Aaron Streepy after Streepy’s investigation into the Complaint Letter.
13 Garcia Tr. 43:8–14, 102:22–103:16; ECF No. 51-1 at 7–8 (Bates stamps UFCW
14 3000 Resp - 006006–006007).

15 **Response:** Undisputed.
16

17 **108.** In Garcia’s “personal experience and professional experience,”
18 “Guenther has been not somebody with the utmost character.” Garcia Tr. 99:10–15.

19 **Response:** Undisputed.
20

1 **109.** The Flyer did not “in any way impact” Garcia’s view of Guenther.
2 Garcia Tr. 99:16–19.

3 **Response:** Undisputed.
4

5 **D. The Flyer Did Not Change Jeff Anderson’s Opinion of Guenther.**

6 **110.** Anderson testified that Guenther has a reputation “as a progressive
7 leader” and “a change agent,” and he has the same view of her. Anderson Tr. 121:21–
8 123:20.

9 **Response:** Undisputed.
10

11 **111.** The Flyer made Anderson “ask, think questions,” but it did not make
12 him think “less of [Guenther].” Anderson Tr. 86:9–12.

13 **Response:** Undisputed.
14
15

16 **VII. Lawsuit**

17 **112.** UFCW 3000’s Executive Board authorized payment of Guenther’s
18 legal fees for this lawsuit. Guenther I Tr. 122:1–6; DiLorenzo Decl. Ex. J at 3 (Resp.
19 to Interrog. 3).

20 **Response:** Undisputed.

1
2 **113.** On July 29, 2023, Guenther stated in an email to UFCW International
3 President Marc Perrone:

4 You urged caution in proceeding down the litigation path. I heard you,
5 and possibly to my detriment, have declined to broaden the scope of
6 litigation to include Local 555, Dan Clay, Michael Selvaggio

7 DiLorenzo Decl. ¶ 23 & Ex. V at 002090–91; Guenther II Tr. 88:20–89:8, 89:24–
8 90:14.

9
10 **Response:** Undisputed.

11 **114.** Guenther testified that she also did not sue Dan Clay and UFCW 555
12 because “the [UFCW] constitution requires that you have to go through an internal
13 process when there’s conflict that’s member to member before litigation” and “I
14 didn’t have enough.” Guenther I Tr. 204:12–20.

15 **Response:** Undisputed but clarified that the discussion focuses on what Guenther
16 knew as of April 23, 2022—at a time when Clay was still denying his involvement
17 in the flyers. *See* Dalmat 2nd Decl. Ex. 32 (Guenther Tr. I 164:4–13, 203:4–10,
18 204:1–17); Ex. 33.

19 **115.** On September 7, 2022, Emmons’s counsel sent a request to Guenther’s
20 counsel requesting under RCW 7.96.050 “all reasonably available information

1 material to the falsity of the statements your clients allege are defamatory or
2 otherwise actionable.” ECF No. 48-2; DiLorenzo Decl. ¶ 27. Guenther has not
3 produced any information in response to this request. DiLorenzo Decl. ¶ 27.

4 **Response:** Disputed in part.

5 It is undisputed that Emmons’s counsel sent an email dated September 7,
6 2022, to Guenther’s counsel, citing RCW 7.96.050 and requesting “all reasonably
7 available information material to the falsity of the statements your clients allege are
8 defamatory or otherwise actionable.”

9 It is disputed that Guenther has not produced all reasonably available
10 information material to the falsity of the statements she alleges are defamatory or
11 otherwise actionable. In fact, Guenther did so with the complaint itself, through her
12 initial disclosures and discovery responses, and through her multiple days of
13 deposition testimony. *See* Dalmat 2nd Decl. ¶¶ 7–8.

14 Nonetheless, it is undisputed that, by letter dated May 5, 2022, Guenther
15 requested Emmons take corrective action to rectify his defamation but, as of this
16 filing, Emmons has issued no correction or clarification of the statements his
17 published through his January 8, 2022, flyer circulation. Dalmat 2nd Decl. ¶ 9.

1 RESPECTFULLY SUBMITTED this 25th day of October 2024.

2 s/Darin M. Dalmat

3 Dmitri Iglitzin, WSBA No. 17673
4 Darin M. Dalmat, WSBA No. 51384
5 Gabe Frumkin, WSBA No. 56984
6 **BARNARD IGLITZIN & LAVITT LLP**
7 18 W Mercer St, Suite 400
8 Seattle, WA 98119
9 (206) 257-6003
10 iglitzin@workerlaw.com
11 dalmat@workerlaw.com
12 frumkin@workerlaw.com

13 Aaron Streepy, WSBA No. 38149
14 Jim McGuinness, WSBA No. 23494
15 Streepy Lemonidis Consulting & Law
16 Group, PLLC
17 2800 First Avenue, Suite 211
18 Seattle, WA 98121
19 Telephone: (253) 528-0278
20 Fax: (253) 528-0276
aaron@slglc.com
jim@mcguinnessstreepy.com

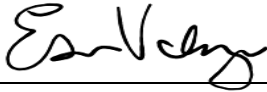
Attorneys for Plaintiff Faye Guenther

DECLARATION OF SERVICE

I hereby certify that on the date noted below, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system.

PARTY/COUNSEL	DELIVERY INSTRUCTIONS
Ambika Kumar Sara A. Fairchild Davis Wright Tremaine LLP 920 Fifth Ave., Ste. 3300 Seattle, WA 98104 ambikakumar@dwt.com sarafairchild@dwt.com	<input type="checkbox"/> Hand Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-Service
John A. DiLorenzo Davis Wright Tremaine LLP 560 SW 10th Ave., Ste. 700 Portland, OR 97205 johndilorenzo@dwt.com	<input type="checkbox"/> Hand Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-Service

DATED this 25th day of October, 2024 at Seattle, Washington.

By: 
Esmeralda Valenzuela, Paralegal